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February 3, 2016

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Written *ex parte* presentation in RM-11681; IB Docket No. 12-340; IB Docket No. 11-109; IBFS File Nos. SES-MOD-20151231-00981, SAT-MOD-20151231-00090, and SAT-MOD-20151231-00091

Dear Ms. Dortch:

Please find attached a letter from James A. Kirkland, General Counsel of Trimble Navigation Limited (“Trimble”) and Doug Smith, CEO of New LightSquared LLC (“New LightSquared”), regarding a settlement agreement reached between Trimble and New LightSquared. A copy of the settlement agreement is also attached.

Please direct any questions to the undersigned.

Sincerely,

/s/ Gerard J. Waldron

Gerard J. Waldron
Ani Gevorkian
Counsel to New LightSquared LLC

COVINGTON

Ms. Marlene H. Dortch
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cc: Phil Verveer
Edward Smith
Louis Peraertz
Joanna Thomas
Travis Litman
Jessica Almond
Erin McGrath
Brendan Carr
Mindel De La Torre
Paul Murray
Karl Kensinger
Bob Nelson
Jon Wilkins
Charles Mathias
Julius Knapp
Ron Repasi
Jon Chambers
Jennifer Tatel

Attachments

February 3, 2016

Ms. Marlene H. Dortch

Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Written ex parte presentation in RM-11681; IB Docket No. 12-340; IB Docket No. 11-109; IBFS File Nos. SES-MOD-20151231-00981, SAT-MOD-20151231-00090, and SAT-MOD-20151231-00091

Dear Ms. Dortch:

By this letter, New LightSquared LLC and LightSquared Subsidiary LLC, (together with their partners, owners, and corporate affiliates, "LightSquared") and Trimble Navigation Limited, a California corporation (together with its partners, owners, and corporate affiliates, "Trimble" and, together with LightSquared, "the Parties") wish to inform the Commission that they have entered into an agreement to jointly recommend and support the following actions, as an integrated package, to resolve pending policy issues involving LightSquared spectrum: (i) adoption of the technical requirements set forth in the license modification applications that were filed by LightSquared on December 31, 2015 in the above-captioned dockets (the "December Applications") pertaining to terrestrial operations on frequencies from 1627.5 MHz and up to any higher frequency ("Upper Spectrum"), through all necessary rule changes and license conditions, (ii) modification of LightSquared's FCC licenses to provide that the 1545-1555 MHz band will be used only for satellite downlink purposes, as set forth in the December Applications, and acknowledgement by LightSquared that it does not currently have any terrestrial authorization for any license in the 1537-1544 MHz band and that it will not seek any terrestrial authorization for the 1537-1555 MHz band; (iii) in recognition of LightSquared's acceptance of the technical requirements for the Upper Spectrum set forth in the December Applications, removal by the Department of Transportation of consideration of deployment by LightSquared of a terrestrial network operating on the Upper Spectrum from the currently

pending DOT Adjacent Band Compatibility Assessment, and (iv) continued consideration of terrestrial use of the 1526-1536 MHz band (the "Lower Spectrum") in the currently pending DOT Adjacent Band Compatibility Assessment proceeding on a timetable and in accordance with plans established by DOT; and (v) use of NASCTN laboratories to test interference issues arising from the use of spectrum from 1526 MHz to 1536 MHz consistent with action (iv) above. The parties' joint recommendation of these actions is not intended to serve as a precedent or a position on the merits relative to any issue related to use or study of the 1526-1536 MHz band, or any other frequency band or technical proposal not explicitly addressed in this letter.

Trimble further confirms that it has no objection to deployment by LightSquared of a terrestrial network operating on the Upper Spectrum in accordance with the technical requirements set forth in the December Filings.

The Parties' settlement agreement is attached hereto.

As LightSquared continues in its efforts to gain FCC approval for terrestrial use of its Lower Spectrum and to the extent new technical parameters are agreed or imposed with respect to the Lower Spectrum, the Parties expect to revisit the recommended approach for resolution of the outstanding issues relative to terrestrial operations utilizing this spectrum.

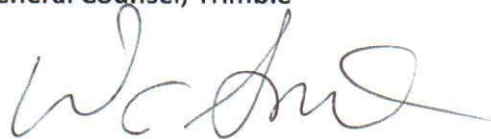
Further, Trimble agrees with LightSquared's proposal that the FCC issue a public notice seeking comments on the December filings.

Please direct any questions to the undersigned.

Sincerely,



James A. Kirkland
General Counsel, Trimble



Doug Smith
CEO, LightSquared

February 3, 2016

Settlement Agreement

This settlement agreement is dated February 3, 2016, and is between New LightSquared LLC, a Delaware limited liability company, and LightSquared Subsidiary LLC, a Delaware limited liability company (together with their partners, owners, corporate affiliates, assigns, and successors, "LightSquared"), and TRIMBLE NAVIGATION LIMITED, a California corporation (together with its partners, owners, corporate affiliates, assigns and successors, "Trimble," and, together with LightSquared, "the Parties").

LightSquared sued Trimble and others in an action captioned *LightSquared Inc. et al. v. Deere & Co. et al.*, Civ. Action No. 13-8157(RMB), in the United States District Court for the Southern District of New York ("the LightSquared Lawsuit"). The LightSquared Lawsuit has been dismissed without prejudice. In addition, incident to its bankruptcy reorganization plan, LightSquared has acquired all claims brought by Harbinger Capital Partners LLC and various related parties in the case captioned *Harbinger Capital Partners LLC v. Deere & Co.*, No. 15-408 (2nd Circuit), which was dismissed by the district court and whose dismissal was affirmed by the Second Circuit by Summary Order dated December 7, 2015 ("the Harbinger Lawsuit").

In an effort to avoid the expense of further litigation and to resolve pending policy issues and disputes involving the use of LightSquared spectrum and in consideration of the settlement and in compromise of all claims between the Parties, the recitals, releases and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Within 14 (fourteen) days of the execution of this settlement agreement, LightSquared shall seek the dismissal with prejudice of the LightSquared Lawsuit against Trimble and USGIC.
2. On or before February 5, 2016, the Parties shall place on the public record at the FCC a joint statement in the form attached as Attachment C.
3. In order to support resolution of potential interference issues arising from operations of a terrestrial network operating on frequencies from 1627.5 MHz to any higher frequency (the "Upper Spectrum"), LightSquared agrees to maintain records of base station activations involving use of the Upper Spectrum, including an updated coverage map showing, by county, the

existing and anticipated coverage of LightSquared's and its customers' terrestrial network in the Upper Spectrum, and to provide reasonable access to such records to Trimble upon request subject to Trimble maintaining the confidentiality of such information. In addition, LightSquared agrees to maintain, or cause applicable third parties to maintain, updated coverage maps showing, by county, the existing and anticipated coverage of any terrestrial network in the Upper Spectrum deployed by any third party that becomes authorized to use the Upper Spectrum. LightSquared will inform Trimble when other parties have entered into agreements to use the LightSquared Upper Spectrum in a network deployment. LightSquared shall require any such third party to provide reasonable access to such records to Trimble upon request subject to Trimble maintaining the confidentiality of such information. It shall not be deemed a violation of any confidentiality obligation of Trimble under this Paragraph for Trimble to communicate with its business partners, distributors or end users regarding the initiation of service in an area in order to support avoidance or resolution of potential interference issues arising from terrestrial operations in the Upper Spectrum. The provisions in this Paragraph 3 shall be valid until January 30, 2020.

4. Trimble and LightSquared have informed NTIA, DOD, the FCC, and the Department of Transportation (DOT) that LightSquared and Trimble support each and every one of the following actions, as an integrated package, to resolve pending policy issues involving LightSquared spectrum: (i) removal of consideration of deployment by LightSquared of a terrestrial network operating on the Upper Spectrum from the currently pending DOT Adjacent Band Compatibility Assessment, provided that such network complies with the technical characteristics described in the license modification applications filed by LightSquared with the FCC on December 31, 2015, with respect to the Upper Spectrum; (ii) adoption of the technical requirements in the license modification applications filed by LightSquared with the FCC on December 31, 2015, with respect to the Upper Spectrum through all necessary rule changes and license conditions; (iii) change in LightSquared's FCC licenses to provide that the 1545-1555 MHz band will be used only for satellite downlink purposes; (iv) acknowledgement by LightSquared that it does not currently have any terrestrial authorization for any license in the 1537-1544 MHz band and that it will not seek any terrestrial authorization for the 1537-1555 MHz band; (v) continued consideration of terrestrial use of the 1526-1536 MHz band in the currently pending DOT Adjacent Band Compatibility Assessment proceeding on a timetable and in accordance with

plans established by DOT and (vi) not object to the use of NASCTN laboratories testing interference issues arising from the use of spectrum from 1526MHz to 1536MHz. Trimble has also indicated that it has no objection to deployment by LightSquared of a terrestrial network operating on the Upper Spectrum as long as it complies with the technical characteristics described in the license modification applications filed by LightSquared with the FCC on December 31, 2015, with respect to the Upper Spectrum.

5. LightSquared and Trimble shall not engage in any advocacy in court, in agencies, or before legislative bodies inconsistent with the resolution of policy issues set forth in Paragraph 4(i)-(vi) of this agreement, until June 30, 2018. Notwithstanding the foregoing, the Parties agree that neither Party may engage in advocacy in court, in agencies, or before legislative bodies that is inconsistent with the following technical resolutions of this Settlement Agreement: (X) a change in LightSquared's FCC licenses to provide that the 1545-1555 MHz band will be used only for satellite downlink purposes; and (Y) inclusion in LightSquared's licenses or applicable FCC rules of the technical requirements and limitations described in Attachments A and B.
 - a. For the purposes of clarity, the technical resolutions, and the obligation that neither Party may engage in advocacy in court, in agencies, or before legislative bodies that is inconsistent with the technical resolutions, discussed in the foregoing sentence of this Paragraph 5 are permanent obligations not bound by time, provided that Trimble, and any group with which Trimble is associated, may advocate for more restrictive OOB standards than those set out in Attachment A, which standards shall be applicable on a prospective basis only, based on the availability of commercially feasible technology complying with such standards, at any time after January 1, 2022.
 - b. For the avoidance of doubt, (i) nothing in this agreement shall be deemed to limit either party's advocacy regarding any issue relating to terrestrial use of the 1526-1536 MHz band, other than the agreement of the Parties to support continued consideration of terrestrial use of the 1526-1536 MHz band in the currently pending DOT Adjacent Band Compatibility Assessment proceeding on a timetable and in accordance with the plans established by DOT, including, without limitation, the definition of harmful interference

applicable to operations in the 1526-1536 MHz band and (ii) the Parties' support of the actions described in Paragraph 4(i), (ii), (iii) and (v) is the result of a compromise between the Parties and is not intended to serve as a precedent or a position on the merits on any issue other than the Parties' support of continued consideration of terrestrial use of the 1526-1536 MHz band in the currently pending DOT Adjacent Band Compatibility Assessment proceeding on a timetable and in accordance with the plans established by DOT, and neither party shall make any contention that the Parties' agreement to support the actions described in Paragraph 4(i), (ii) (iii) and (v) constitutes such a precedent or position on the merits.

- c. The Parties agree that the only remedies for any material breach of this Paragraph 5 shall be, at the election of the non-breaching party, (i) specific performance or (ii) termination of the mutual provisions of this Paragraph 5, if a material breach is not cured within 30 days of written notice from the non-breaching party. The Parties agree that they will not seek any (direct, indirect, consequential, incidental, or other) damages for, arising from, or resulting from any breach of this Paragraph 5, but that the Parties may obtain an injunction to enforce the provisions of this Paragraph 5.
- 6. For the purposes of clarity, the Parties acknowledge and agree that for the time periods during which they have agreed to support policy positions as described in Paragraph 5, neither party shall support or cooperate with the taking of a position contrary to any such position by any third party, industry group, or association, including, in Trimble's case, the GPS Innovation Alliance.
- 7. LightSquared agrees to conduct operations consistent with the following technical parameters, which reflect the parameters described in the license modification applications filed by LightSquared with the FCC on December 31, 2015, with respect to the Upper Spectrum.
 - a. LightSquared will not in the future request authorization for terrestrial use of the 1545-1555 MHz band.
 - i. LightSquared acknowledges that it currently does not have the base station certification from the FCC required to deploy

terrestrial communication services in the 1545-1555 MHz band.

- ii. LightSquared will not enter into a spectrum sharing agreement or similar arrangement with a third party that involves services other than space to earth satellite communications services in the 1545-1555 MHz band. LightSquared will require that any successor, assignee, user, or customer with respect to service in the 1545-1555 MHz band comply with the same commitment to permanently abandon terrestrial use of the 1545-1555 MHz band.
- b. LightSquared will adhere to the following uplink power levels and has committed to them in a filing made at the FCC for 1627.5-1637.5 MHz and 1646.5-1656.5 MHz Uplink bands ("Uplink Bands") for all equipment and licenses: EIRP Power not to exceed 23 dBm with respect to any terrestrial network.
- c. Handset Uplink OOB. LightSquared will adhere to the following uplink OOB limits and has committed to them in a filing made at the FCC and all other appropriate agencies in the Uplink Bands for all equipment and licenses:
 - i. EIRP OOB limits:
 - 1. 1541-1559 MHz
 - a. OOB limit: -105 dBW/MHz
 - b. OOB limit: -132 dBW/2 KHz
 - 2. 1559-1608 MHz
 - a. OOB limit: -105 dBW/MHz
 - 3. 1608-1610 MHz
 - a. OOB limit: Ramp from -105 to -100 dBW/MHz
 - 4. 1610-1625 MHz
 - a. OOB limit: Ramp from -100 to -34 dBW/MHz

- ii. LightSquared will commit to these power and OOB limits as a continuing condition of its FCC authorization to provide terrestrial or ancillary terrestrial service. LightSquared will submit to Trimble and the FCC test measurements and other data demonstrating compliance with these OOB limits annually, for five (5) years from the time the FCC publicly determines that LightSquared is allowed to move forward with the deployment of a terrestrial network in the Uplink Bands. LightSquared will agree to this condition in a filing made at the FCC and all other appropriate agencies.
- 8. For so long as Trimble is an end user of the LightSquared satellite capacity service the following Frequency Agility Requirements shall apply:
 - (a) Trimble's equipment must be frequency agile across the 1555 - 1559 MHz in the L Band downlink, although satellite capacity services may be provided only in certain portions of that downlink.
 - (b) Additionally, Trimble must be able to both accept changes to its operating frequency assignment within that range, and vacate previously assigned frequencies within 120 calendar days from receipt of advance written notice of a frequency assignment change.
 - (c) LightSquared will not require Trimble to move outside of the 1555-1559MHz downlink frequency range.
- 9. Upon the signing of this Settlement Agreement, LightSquared will take no further action to preserve or prosecute the Harbinger Action, including without limitation, filing any petitions in the United States Court of Appeals for the Second Circuit or the United States Supreme Court.
- 10. For good and valuable consideration, and intending to be legally bound, LightSquared, for itself and its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, hereby agrees to indemnify, defend and hold harmless Trimble and its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons acting in concert with them (collectively, the "Trimble Indemnified Parties"), from and

against all claims and liabilities of any nature, known or unknown, including but not limited to, all actions, causes of action, suits, debts, sums of money, attorneys' fees costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations and demands whatsoever, whether at law or in equity, by contract (express or implied), tort, or pursuant to statute or otherwise, that Harbinger and its past, present, and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons or entities claiming rights by, through or under them (collectively the "Harbinger Entities") now have, ever had, or will ever have against the Trimble Indemnified Parties, or any of them, based on, by reason of or arising out of any event, occurrence, action, inaction, omission, transaction or thing of any kind or nature occurring prior to the date of this settlement agreement. For the avoidance of doubt, this indemnity does not apply to any claims by the Harbinger Entities that have already been asserted in the Harbinger Lawsuit.

11. For good and valuable consideration, and intending to be legally bound, LightSquared, for itself and its past, present and future parents, affiliates and subsidiaries, and each of the agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons or entities claiming rights by, through or under them (collectively the "LightSquared Releasers") hereby remises, releases, acquits and forever discharges Trimble and each of its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons acting in concert with them ("Trimble Released Parties"), from and against all claims and liabilities of any nature, known or unknown, including, but not limited to, all actions, causes of action, suits, debts, sums of money, attorneys' fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations and demands whatsoever, whether at law or in equity, by contract (express or implied), tort, or pursuant to statute or otherwise (including any assigned by Harbinger or any other entity), that the LightSquared Releasers may now have, ever had, or will ever have against any of the Trimble Released Parties, based on, by reason of or arising out of

any event, occurrence, action, inaction, omission, transaction or thing of any kind or nature occurring prior to the date of this Settlement Agreement.

12. For good and valuable consideration, and intending to be legally bound, LightSquared, for itself and its past, present and future parents, affiliates and subsidiaries, and each of the agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons or entities claiming rights by, through or under them (collectively the "LightSquared Releasors") hereby remises, releases, acquits and forever discharges the United States GPS Industry Council and each of its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, , representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons acting in concert with them ("USGIC Released Parties"), from and against all claims and liabilities of any nature, known or unknown, including, but not limited to, all actions, causes of action, suits, debts, sums of money, attorneys' fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations and demands whatsoever, whether at law or in equity, by contract (express or implied), tort, or pursuant to statute or otherwise (including any assigned by Harbinger or any other entity), that the LightSquared Releasors may now have, ever had, or will ever have against any of the USGIC Released Parties, based on, by reason of or arising out of any event, occurrence, action, inaction, omission, transaction or thing of any kind or nature occurring prior to the date of this Settlement Agreement.
13. For good and valuable consideration, and intending to be legally bound, Trimble, for itself and its past, present and future parents, affiliates and subsidiaries, and each of the agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons or entities claiming rights by, through or under them (collectively the "Trimble Releasors") hereby remises, releases, acquits and forever discharges LightSquared and each of its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons acting in concert with them ("LightSquared Released Parties"), from and against all claims and liabilities

of any nature, known or unknown, including, but not limited to, all actions, causes of action, suits, debts, sums of money, attorneys' fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations and demands whatsoever, whether at law or in equity, by contract (express or implied), tort, or pursuant to statute or otherwise, that the Trimble Releasors may now have, ever had, or will ever have against any of the LightSquared Released Parties, based on, by reason of or arising out of any event, occurrence, action, inaction, omission, transaction or thing of any kind or nature occurring prior to the date of this Settlement Agreement.

14. LightSquared, on behalf of all LightSquared Releasors, and Trimble, on behalf of all Trimble Releasors (collectively "the Releasors"), each acknowledge that any of the Releasors may hereafter discover claims or facts in addition to or different from those currently known or assertable by any of them. Each of the Releasors hereby expressly assumes the risk of any mistake of fact and of any facts proven to be other than or different from the facts now known to any of the Releasors or believed by them to exist. Each Party, on behalf of itself and its respective Releasors, intends hereby fully, finally and forever to settle and release all released claims, and in furtherance of such intention, the releases in this Settlement Agreement shall be and remain in effect as a full and complete general release with respect to the released claims, notwithstanding the discovery or existence of any such additional or different claims or facts.
15. The Releasors stipulate and agree that they shall be deemed to have expressly waived, relinquished, and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law that governs or limits a person's release of unknown claims, including any law or principle of common law that is similar, comparable or equivalent to Cal. Civ. Code § 1542 which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The Releasors acknowledge that they understand the significance and consequence of their respective releases and such specific waiver of Cal. Civ. Code § 1542.

16. This settlement agreement sets forth the entire, final and complete understanding between the Parties hereto relevant to the subject matter of this agreement.
17. This settlement agreement will be governed by and construed in accordance with the laws of the State of New York without reference to its choice of law principles.
18. This settlement agreement has been negotiated by the Parties and its provisions will not be presumptively construed for or against any Party.
19. The LightSquared parties listed in the first paragraph of this Agreement ("the LightSquared Parties") jointly and severally represent and warrant that each of the LightSquared Parties hereto collectively constitute each of LightSquared Inc., LightSquared L.P., and LightSquared Subsidiary LLC, in each case as reorganized under, and pursuant to, the Modified Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code (as amended, supplemented, or modified from time to time in accordance with the terms thereof) on or after the Effective Date of such Plan. The LightSquared Parties further represent and warrant that they own and are capable of releasing all claims asserted in the LightSquared Lawsuit and the Harbinger Lawsuit.
20. The Parties may execute this Agreement in one or more counterparts, each of which will be an original, and which together will constitute one instrument.
21. This settlement agreement shall be binding upon and inure to the benefit of LightSquared and Trimble, and any and all of their respective predecessors, successors, subsidiaries, parents, affiliates, legal representatives, agents, and assigns.
22. Except as set forth in paragraph 12, *supra*, nothing in this Agreement shall confer upon any person other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.
23. Neither the negotiation, execution, non-performance of this Agreement, nor anything contained in this Agreement, constitutes an admission of liability on the part of a Party hereto.

The Parties are signing this settlement agreement on the date stated in the introductory clause.


TRIMBLE:

By: 

Name: James A. Kirkland

Title: Vice President, Secretary and General
Counsel

LIGHTSQUARED:

By: 

Name: Doug Smith

Title: Chief Executive Officer, New
LightSquared LLC and LightSquared
Subsidiary LLC

Attachment A

Handset Uplink OOB

EIRP OOB Limits

- 1541 – 1559 MHz
 - OOB limit: -105 dBW/MHz
 - OOB limit: -132 dBW/2KHz
- 1559 – 1608 MHz
 - OOB limit: -105 dBW/MHz
 - OOB limit: -115 dBW/700Hz
- 1608 – 1610 MHz
 - OOB limit: Ramp from -105 dBW/MHz to -100 dBW/MHz
 - OOB limit: Ramp from -115 dBW/700Hz to -110 dBW/700Hz
- 1610 – 1625 MHz
 - OOB limit: Ramp from -100 dBW/MHz to -34 dBW/MHz
 - OOB limit: Ramp from -110 dBW/700Hz to -44 dBW/700Hz

Base Station Downlink OOB

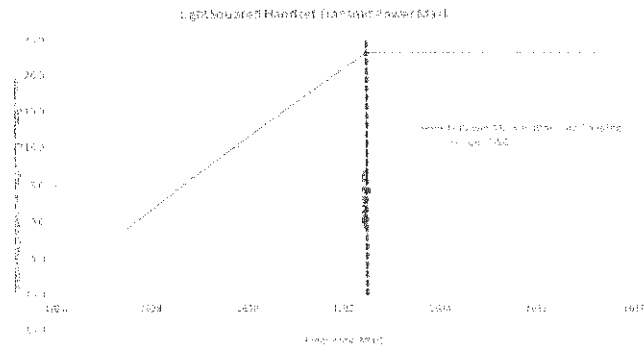
EIRP OOB Limits

- 1541 – 1559 MHz
 - OOB limit: -85 dBW/MHz
 - OOB limit: -112 dBW/2KHz
- 1559 – 1610 MHz
 - OOB limit: -100 dBW/MHz
 - OOB limit: -110 dBW/700Hz
- 1610 – 1650 MHz
 - OOB limit: -85 dBW/MHz
 - OOB limit: -95 dBW/700MHz

Attachment B Proposed LightSquared Handset Transmit Power Mask

Uplink Power

1627.5 – 1632.5 MHz: Reduced Power (based on TWG assumption of 5 dB antenna coupling loss)
1632.5 – 1637.5 MHz: Full Power (23 dBm)



- The proposed power mask above is for 1627 MHz to 1637 MHz only through January 1, 2021. After January 1, 2021, LightSquared can operate at 23 dBm at 1627 MHz to 1637 MHz
- LightSquared can operate at 23 dBm for 1646.5-1656.5 MHz
- LightSquared can operate at 32dBw at 1670-1680 MHz
- EIRP Power not to exceed 23 dBm with respect to any terrestrial network

Attachment C- Form of FCC Letter

February 3, 2016

Ms. Marlene H. Dortch

Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

*Re: Written ex parte presentation in RM-11681; IB Docket No. 12-340; IB
Docket No. 11-109; IBFS File Nos. SAT-MOD-20120928-00160; SAT-
MOD-20120928-00161; SES-MOD-20121001-00872*

Dear Ms. Dortch:

By this letter, New LightSquared LLC and LightSquared Subsidiary LLC, (together with their partners, owners, and corporate affiliates, "LightSquared") and Trimble Navigation Limited, a California corporation (together with its partners, owners, and corporate affiliates, "Trimble" and, together with LightSquared, "the Parties") wish to inform the Commission that they have entered into an agreement to jointly recommend and support the following actions, as an integrated package, to resolve pending policy issues involving LightSquared spectrum: (i) adoption of the technical requirements set forth in the license modification applications that were filed by LightSquared on December 31, 2015 in the above-captioned dockets (the "December Applications") pertaining to terrestrial operations on frequencies from 1627.5 MHz and up to any higher frequency ("Upper Spectrum"), through all necessary rule changes and license conditions, (ii) modification of LightSquared's FCC licenses to provide that the 1545-1555 MHz band will be used only for satellite downlink purposes, as set forth in the December Applications, and acknowledgement by LightSquared that it does not currently have any terrestrial authorization for any license in the 1537-1544 MHz band and that it will not seek any terrestrial authorization for the 1537-1555 MHz band; (iii) in recognition of LightSquared's acceptance of the technical requirements for the Upper Spectrum set

forth in the December Applications, removal by the Department of Transportation of consideration of deployment by LightSquared of a terrestrial network operating on the Upper Spectrum from the currently pending DOT Adjacent Band Compatibility Assessment, and (iv) continued consideration of terrestrial use of the 1526-1536 MHz band (the "Lower Spectrum") in the currently pending DOT Adjacent Band Compatibility Assessment proceeding on a timetable and in accordance with plans established by DOT; and (v) use of NASCTN laboratories to test interference issues arising from the use of spectrum from 1526 MHz to 1536 MHz consistent with action (iv) above. The parties' joint recommendation of these actions is not intended to serve as a precedent or a position on the merits relative to any issue related to use or study of the 1526-1536 MHz band, or any other frequency band or technical proposal not explicitly addressed in this letter.

Trimble further confirms that it has no objection to deployment by LightSquared of a terrestrial network operating on the Upper Spectrum in accordance with the technical requirements set forth in the December Filings.

The Parties' settlement agreement is attached hereto.

As LightSquared continues in its efforts to gain FCC approval for terrestrial use of its Lower Spectrum and to the extent new technical parameters are agreed or imposed with respect to the Lower Spectrum, the Parties expect to revisit the recommended approach for resolution of the outstanding issues relative to terrestrial operations utilizing this spectrum.

Further, Trimble agrees with LightSquared's proposal that the FCC issue a public notice seeking comment on the December filings.

Please direct any questions to the undersigned.

Sincerely,

James A. Kirkland
General Counsel, Trimble

Doug Smith
CEO, LightSquared

